INFORMATION TO OFFERORS OR QUOTERS SECTION A - COVER SHEET

1. SOLICITATION NUMBER

M67854-03-R-7041

2. (X one) a. SEALED BID X b. NEGOTIATED (RFP) c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS." (52.215-1)

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND (PG1202IDP) 2200 LESTER STREET QUANTICO, VA 22134-6050

EMAIL: pattersonid@mcsc.usmc.mil

4. ITEMS TO BE PURCHASED (Brief descrip	tion)	
---	-------	--

TRANSITION SWITCH MODULE (TSM) AND LOGISTIC SUPPORT

- 5. PROCUREMENT INFORMATION (X and complete as applicable)
- a. THIS PROCUREMENT IS UNRESTRICTED
 - b. THIS PROCUREMENT IS A % SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

ADDITIONAL INFORMATION

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

PATTERSON, IRA D.

b. ADDRESS (Including Zip Code)

COMMANDER, MARINE CORPS SYSTEMS COMMAND

c. TELEPHONE NUMBER (Including Area Code and Extenstion) (NO **COLLECT CALLS)**

(703) 432-4336

DD Form 1707, MAR 90

(703) 432-3552 FAX

ATTN PG1202IDP 2200 LESTER STREET QUANTICO, VA 22134-6050

Previous editions are obsolete

461/082

8. REASONS FOR NO RESPONSE (X all t	hat annly		
a. CANNOT COMPLY WITH SPECIFICATIO		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITE	MS INVOLVED
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
INVOLVED.	RETAINED ONT	HE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF	ITEM(S)
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c, ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature (4) I	Date Signed (MMDD)
FOLD FOLD			FOLD
FROM			FOLD AFFIX STAMP HERE

то

LOCAL TIME

1600 (EST)

SOLICITATION NUMBER

DATE (YYMMDD)

031126

M67854-03-R-7041

COMMANDER
MARINE CORPS SYSTEMS COMMAND
ATTN CODE PG1202IDP
2200 LESTER STREET
QUANTICO, VA 22134-6050

SOLICI	TATION, OFFER		ORD	HIS CON ER UDE	TRA ER DI	ACT PAS	IS A RAT (15 CFR :	ED 350) ▶	RATING DO A7]	PAGE 1 (
2. CONTR	CACT NO.	3. SOLICITAT	TON NO.	4. TYP	E OF S	SOLI	CITATION		E ISSUED	CDEC		PAGES
		M67854-03	3-R-7041		ALED	BID	(IFB) ED (RFP)	16 OCT		NO.	ISITION/PU	
7. ISSUED	BY	CODE	M67854					1	r than Item 7)	MS	9545003RC	CR3CS5
COMMANI	DING GENERAL				1				r than Item 7)			
MARCOR	SYSCOM				CO	AMM	NDING G	ENERAL				
2200 LI	ESTER STREET						RSYSCOM					
QUANTIO	CO, VA 22134-	6050			22	00	LESTER	STREET				
	,	0030			QUA	ANT.	ICO, VA	22134-	6050			
BUYER:	I.D. PATTER	SON (703) 4	32-4336		1			PATTERS	NC			
NOTE: In	sealed bid solicitation	ons "offer" and of	feror" mean	"bid" and	i "bid	der".					· · · · · · · · · · · · · · · · · · ·	
9. Sealed offe	ers in original and <u>9</u> c tter Street, Bldg 2200, 3 rd f	opies for furnishing the	supplies or ser	SO vices in he S	LICIT	ΓΑΤΙ(ON					
							(Hou		ified in Item 8, or if he cal time 26 NOV 20 (Date)	andcarried, 03	in the depositor	ry located in
CAUTION – Si All offers are si	ubmissions, Modifications, ubject to all terms and con FORMATION	THE CONTRAINED IN UR.	wals of Proposa s solicitation.	als: Section L	., Provis	sion No	o. 52.215-1 .					
CA		A. NAME I. D. PATTE	ERSON		77		~	В.	TELEPHONE NO	. (Include a	rea code) (NO	COLLECT
				44 **-	150-	0.5			CALLS) (703) 432-	4336	- OLLLUI
(X) SEC	DESC	CRIPTION	PAG	11. TAB	SEC		ENTS					
A	PART I - THE SCI	HEDULE			JEC			DADTIL	DESCRIPTION			PAGE
B	SOLICITATION/CONTR SUPPLIES OR SERVICE	ACT FORM			ı	C	ONTRACT CL	AUSES	CONTRACT CLAUS			
С	DESCRIPTION/SPECS/	ES AND PRICES/COS Work Statement				P.	ART I I I - LIS	T OF DOCUM	ENTS, EXHIBITS AI	ND OTHER	ATTACH	1-14
D	PACKAGING AND MAR	KING	1-1		J	LIS		111111111111111111111111111111111111111				1-1
E	INSPECTION AND ACC	EPTANCE	1-1		К	DE	PART IN	- REPRESE	NTATIONS AND INS	TRUCTION	S	1 1-1
	DELIVERIES OR PERFO	DRMANCE	1-1		- 1	OF	FERORS	ions, certif	ICATIONS AND OT	HER STATE	MENTS OF	
Н	CONTRACT ADMINISTR SPECIAL CONTRACT R	RATION DATA	1-6		L			S AND NOTIC	CES TO OFFERORS			1-23
			1-6		М	I EV	ALUATION FA	TO THE FOR	AMADD)		1-23
NOTE: Item	12 does not apply if th	ne solicitation inclu	des the provis	(Must be for	ully co	mple	ed by offerd	or)		·		1-13
12. In compliand	12 does not apply if the with the above, the under int of offers specified above the schedule.	ersigned agrees, if this	offer is accente	d within	.214-1	16, M	nimum Bid	Acceptance	Period.			
Specified in t	ipt of offers specified above the schedule. OR PROMPT PAYMENT	e, to furnish any or all	items upon which	ch prices are	offered	at the	uays (ou caier price set onne	idar days unles	ss a different period	s inserted b	y the offeror) fro	om the
13. DISCOUNT F	OR PROMPT PAYMENT								, delivered at the des	signated poi	nt(s), within the	time
(See Section	I, Clause No. 52.232-8		10 CALEND	AR DAYS %	20	CAL	ENDAR DAYS	30	CALENDAR DAYS		CALENDA	D DAVC
14. ACKNOWLE	DGEMENT OF AMENDM	ENTS				T	%		%		O, ILLIEDA	%
(i ne offeror a	acknowledges receint of ar	mendmente				ļ						
numbered an	ITATION for offerors and r	elated documents				 						
15A. NAME	CODE		EAOU ITO									
AND			FACILITY	L			16. NAME AN	D TITLE OF P	ERSON AUTHORIZ	ED TO SIG	N OFFED	
ADDESS OF							(Type or Print	0		, 0 0,0	TO TEN	
OFFEROR												
15B. TELEPHONE	NO. (include area 1	5c. CHECK IF REMITT	ANCE ADDRES	22	17 0	SIGNAT	LIDE					
code)] [J IS DIFFERENT FR	OM ABOVE F	ENTED	17.3	HIDIVA	UKE				18. OFFER D	DATE
		SUCH ADDRESS	IN SCHEDULE									
9. ACCEPTED AS	TO ITEMS NUMBERS	20	AWARD (TO AMOUNT	o be comp	oleted	l by G	overnmen	1)		1		
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2. AUTHORITY FO	OR USING OTHER THAN	FULL AND ODEN CO.	WD=====									
		TOLL AND OPEN CO	MPETITION:	23. SUB	MIT IN	NVOI	CES TO AD	DRESS SH	OWN IN	ITEN	1	
] 10 U.S.C. 2304(c) () []41	U.S.C. 253(c) ()	(4 c	opies	unles	s otherwise	specified)	>		•	
4. ADMINISTEREL	OBY (If other than Item 7)) CODE		25. PAY	MENT	WILI	BE MADY	RV				
							···· \		•	CODE		
NAME OF												
. NAME OF CON	TRACTING OFFICER (Ty	pe or print)		27. UNIT	FD ST	ΓΔΤΕ	S OF AMER	104				
		•		~·· OITI	-031	· M E	OF AMER	CICA	-	28. A	WARD DAT	E
PORTANT – Awai	rd will be made on this E	orm or on Ctt-			(5	Signa	ture of Cont	racting Office	er)			
7540-01-152-80	rd will be made on this F	om, or on Standard I	orm 26, or by 3-134	other autho	rized o	fficial	written notice).				
VIOUS EDITIO	N NOT USABLE	3	J~1J 4						STANDAL	RD FORM	33 (REV. 4-8	85)
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PAGE 1 OF 15

CONTRACTOR'S NAME

		M6785	54-03-R	-7041	
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	TRANSITION SWITCH MODULE (FAT Unit)				
0001AA	Deployed End Office Suite (DEOS)	1	ea	\$	\$
0001AB	Deployed Integrated Transport Suite (DITS)	1	ea	\$	\$
0001AC	Remote Subscriber Access Module (RSAM)	3	ea	\$	\$
	FIRST ARTICLE 0001 each. (FOR INFORMATION ONLY, Offeror states that the non-recurring costs which are associated with the design and fabrication of the First Article, is: \$				
0002 0002AA	DEOS Test Units CONUS Destination 1 - 5 \$ 6 - 10 \$	Eval qty 6	ea		\$
002AB	OCONUS Destination 1 - 5 \$ 6 - 10 \$	Eval qty 1	ea		\$
0003 0003AA	DITS Test Units CONUS Destination 1 - 5 \$ 6 - 10 \$ 11 - 15 \$	Eval qty 10	ea		\$
0003AB	OCONUS Destination 1 - 5 \$ 6 - 10 \$ 11 - 15 \$	Eval qty 1	ea		\$
0004 0004AA	RSAM Test Units CONUS Destination 1 - 5 \$ 6 - 10 \$	Eval qty 8	ea		\$
0004AB	OCONUS Destination 1 - 5 \$ 6 - 10 \$	Eval qty 1	ea		\$
0005	Technical Data (PACKAGING, HANDLING, STORAGE AND TRANSPORTATION) as specified on DD Form 1423, EXHIBIT A	1	Lot		\$
0005AA	EXHIBIT A001 - VALIDATION/TEST REPORT	1	Lot		\$

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CONTRACTOR'S NAME

		M67854-03-R-7041				
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	
0006	Technical Data (ADMIN) as specified on DD Form 1423, EXHIBIT B					
0006AA	EXHIBIT B001 - CONFERENCE AGENDA	1	Lot		\$	
0006AB	EXHIBIT B002 - CONFERENCE MINUTES	1	Lot		\$	
0007	Technical Data (ALSS) as specified on DD Form 1423, EXHIBIT C				Υ	
0007AA	EXHIBIT C001 - COMMON AND BULK ITEMS	1	Lot		\$	
0007AB	EXHIBIT C002 - DESIGN CHANGE NOTICE	1	Lot		\$	
0007AC	EXHIBIT C003 - ENGINEERING DATA FOR PROVISIONING	1	Lot		\$	
0007AD	EXHIBIT C004 - LONG LEAD TIME ITEMS	1	Lot		\$	
0007AE	EXHIBIT C005 - PROVISIONING AND OTHER PREPROCUREMENT SCREENING	1	Lot		\$	
0007AF	EXHIBIT C006 - PROVISIONING PLAN	1	Lot		\$	
0007AG	EXHIBIT C007 - PROVISIONING PARTS LIST	1	Lot		\$	
0007AH	EXHIBIT C008 - PROVISIONING TECHNICAL DOCUMENTATION	1	Lot		\$	
0007AJ	EXHIBIT C009 - TOOLS AND TEST EQUIPMENT LIST	1	Lot		\$	
0007AK	EXHIBIT C010 - SUPPORT EQUIPMENT RECOMMENDATION DATA	1	Lot		\$	
8000	Technical Data (CONFIGURATION MANAGEMENT) as specified on DD Form 1423, EXHIBIT D					
AA8000	EXHIBIT D001 - RECEIPT OF GOVERNMENT PROPERT REPORT	1	Lot		\$	
0008AB	EXHIBIT D002 - ENGINEERING CHANGE PROPOSAL (ECP)	1	Lot		\$	
0008AC	EXHIBIT D003 - REQUEST FOR DEVIATION	1	Lot		\$	
0008AD	EXHIBIT D004 - NOTICE OF REVISION (NOR)	1	Lot		\$	

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CONTRACTOR'S NAME

		M67854-03-R-7041				
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	
0008AE	EXHIBIT D005 - CONTRACTOR CONFIGURATION MANAGEMENT PLAN	1	Lot		\$	
0008AF	EXHIBIT D006 - CONFIGURATION SUMMARY REPORT	1	Lot		\$	
0008AG	EXHIBIT D007 - CONFIGURATION AUDIT SUMMARY REPORT					
HA8000	EXHIBIT D008 - CONFIGURATION STATUS ACCOUNTING	1	Lot		\$	
UA8000	EXHIBIT D009 - REQUEST FOR NOMENCLATURE	1	Lot		\$	
0009	Technical Data (EMCS) as specified on DD Form 1423, EXHIBIT E					
0009AA	EXHIBIT E001 - ELECTROMATIC INTERFERENCE TEST REPORT (EMITR)	1	Lot		\$	
0009AB	EXHIBIT E002 - ELECTROMATIC INTERFERENCE TEST PROCEDURES (EMITP)	1	Lot		\$	
0010	Technical Data (IPSC) as specified on DD Form 1423, EXHIBIT F					
0010AA	EXHIBIT F001 - SOFTWARE DEVELOPMENT PLAN (SDP)	1	Lot		\$	
0010AB	EXHIBIT F002 - SOFTWARE TRANSITION PLAN (STP)	1	Lot		\$	
0010AC	EXHIBIT F003 - SYSTEM/SUBSYSTEM DESIGN DESCRIPTION (SSDD)	1	Lot		\$	
0010AD	EXHIBIT F004 - SOFTWARE TEST DESCRIPTION PLAN	1	Lot		\$	
0010AE	EXHIBIT F005 - VERSION DESCRIPTION (SVD)	1	Lot		\$	
0010AF	EXHIBIT F006 - SOFTWARE USER MANUAL (SUM)	1	Lot		\$	
0011	Technical Data (MCCR) as specified on DD Form 1423, EXHIBIT G					
0011AA	EXHIBIT G001 - COMPUTER SOFTWARE PRODUCT END ITEMS	1	Lot		\$	

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CONTRACTOR'S NAME

CONTRACT NUMBER

			т т		
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0012	Technical Data (MANAGEMENT) as specified on DD Form 1423, EXHIBIT H				
0012AA	EXHIBIT H001 - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	1	Lot		\$
0012AB	EXHIBIT H002 - GOVERNMENT FURNISHED INFORMATION DEFICIENCY REPORT	1	Lot		\$
0012AC	EXHIBIT H003 - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) PLAN	1	Lot		\$
0013	Technical Data (MISCELLANEOUS) as specified on DD Form 1423, EXHIBIT J				
0013AA	EXHIBIT J001 - HELPDESK LOT	1	Lot		\$
0013AB	EXHIBIT J002 - TRACEABILITY MATRIZ DEVELOPMENT	1	Lot		\$
0013AC	EXHIBIT J003 - INTERIM SUPPORT PLAN	1	Lot		\$
0013AD	EXHIBIT J004 - ACTION ITEM DATABASE	1	Lot		\$
0013AE	EXHIBIT J005 - MAINTAINABILITY PREDICTIONS	1	Lot		\$
0013AF	EXHIBIT J006 - NOTIFICATION OF CHANGES TO COMMERCIAL EQUIPMENT/SOFTWARE	1	Lot		\$
0013AG	EXHIBIT J007 - INTEGRATED SUPPORT PLAN	1	Lot		\$
0013AH	EXHIBIT J008 - KEY PERFORMANCE PARAMETERS/CRITICAL SYSTEM REQUIREMENTS	1	Lot		\$
0013AJ	EXHIBIT J009 - DIMINISHING MANUFACTURING SOURCE/OBSOLESCENCE	1	Lot		\$
0013AK	EXHIBIT J010 - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) REPORT	1	Lot		\$
0014	Technical Data (NDTI) as specified on DD Form 1423, EXHIBIT K				
0014AA	EXHIBIT K001 - TEST PLAN	1	Lot		\$
0014AB	EXHIBIT K002 - FIRST ARTICLE TEST (TEST PROCEDURES)	1	Lot		\$
0014AC	EXHIBIT K003 - PRODUCTION ACCEPTANCE TEST (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$

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CONTRACTOR'S NAME

CONTRACT NUMBER

	M67854-03-R-7041								
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT				
0014AD	EXHIBIT K004 - SYSTEM INTEGRATION/QUALIFICATION TEST	1	Lot		\$				
0014AE	EXHIBIT K005 - FIRST ARTICLE TEST (TEST/INSPECTION REPORT)	1	Lot		\$				
0014AF	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$				
0014AG	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$				
0014AH	EXHIBIT K007 - SOFTWARE STRESS TEST REPORT	1	Lot		\$				
0015	Technical Data (PACKAGING) as specified on DD Form 1423, EXHIBIT L								
0015AA	EXHIBIT LOO1 - PRESERVATION AND PACKAGING DATA	1	Lot		\$				
0015AB	EXHIBIT L002 - SPECIAL PACKAGING INSTRUCTIONS (SPI)	1	Lot		\$				
0016	Technical Data (QCIC) as specified on DD Form 1423, EXHIBIT M				\$				
0016AA	EXHIBIT M001 - CALIBRATION AND MEASUREMENT REQUIREMENTS SUMMARY (CMRS)	1	Lot		\$				
0017	Technical Data (RELIABILITY) as specified on DD Form 1423, EXHIBIT N								
0017AA	EXHIBIT N001 - FAILURE SUMMARY AND ANALYSIS REPORT	1	Lot		\$				
0017AB	EXHIBIT N002 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	1	Lot		\$				
0017AC	EXHIBIT N003 - RELIABILITY PREDICTION AND DOCUMENTATION OF SUPPORTING DATA	1	Lot		\$				
0018	Technical Data (SAFETY) as specified on DD Form 1423, EXHIBIT P								
0018AA	EXHIBIT P001 - SAFETY ASSESSMENT REPORT (SAR)	1	Lot		\$				
0019	Technical Data (SESS) as specified on DD Form 1423, EXHIBIT Q								
:									

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CONTRACTOR'S NAME

CONTRACT NUMBER

•		M67854-03-R-7041				
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	
0019AA	EXHIBIT Q001 - PRODUCT DRAWINGS AND ASSOCIATED LISTS	1	Lot		\$	
0019AB	EXHIBIT Q002 - DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS	1	Lot		\$	
0019AC	EXHIBIT Q003 - INSTRUCTIONAL PERFORMANCE REQUIREMENTS DOCUMENTS	1	Lot		\$	
0019AD	EXHIBIT Q004 - INSTRUCTIONAL MEDIA DESIGN PACKAGE	1	Lot		\$	
0019AE	EXHIBIT Q005 - TRAINING PROGRAM STRUCTURE DOCUMENT	1	Lot		\$	
0019AF	EXHIBIT Q006 - COURSE CONDUCT INFORMATION PACKAGE	1	Lot		\$	
0019AG	EXHIBIT Q007 - TRAINING CONDUCT SUPPORT DOCUMENT (INSTRUCTIONAL VISUAL AIDS)	1	Lot		\$	
0019AH	EXHIBIT Q008 - TRAINING CONDUCT SUPPORT DOCUMENT (LESSON PLAN)	1	Lot		\$	
0019AJ	EXHIBIT Q009 - TRAINING CONDUCT SUPPORT DOCUMENT (TRAINEE GUIDE)	1	Lot		\$	
0019AK	EXHIBIT Q010 - TEST PACKAGE	1	Lot		\$	
0019AL	EXHIBIT Q011 - WARRANTY PERFORMANCE REPORTS	1	Lot		\$	
0020	Technical Data (TMSS) as specified on DD Form 1423, EXHIBIT R					
0020AA	EXHIBIT R001 - COMMERCIAL-OFF-THE- SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA	1	Lot		\$	
0021	Technical Data (TMCR TSM) as specified on DD Form 1423, EXHIBIT S					
0021AA	EXHIBIT S001 - TECHNICAL MANUAL CONTRACT REQUIREMENT (VALIDATION CERTIFICATE)	1	Lot		\$	
0021AB	EXHIBIT S002 - TECHNICAL MANUAL CONTRACT REQUIREMENT (CHANGE PAGES/MODIFICATION INSTRUCTIONS)	1	Lot		\$	
0021AC	EXHIBIT S003 - TECHNICAL MANUAL CONTRACT REQUIREMENT (COPYRIGHT RELEASE)	1	Lot		\$	

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CONTRACTOR'S NAME

CONTRACT NUMBER

		M67854-03-R-7041					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT		
0021AD	EXHIBIT S004 - TECHNICAL MANUAL CONTRACT REQUIREMENT (ELECTRONIC TECHNICAL MANUAL)	1	Lot		\$		
0021AE	EXHIBIT S005 - TECHNICAL MANUAL CONTRACT REQUIREMENT (COMMERCIAL-OFF- THE-SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA)	1	Lot		\$		
0022 0022AA	DEOS CONUS Destination 1 - 25		ea				
0022AB	OCONUS Destination 1 - 25		ea				
0023 0023AA	DITS CONUS Destination 1 - 25		ea				

CONTINUATION SHEET CONTRACT NUMBER CONTRACTOR'S NAME M67854-03-R-7041 **ITEM** UNIT PRICE **AMOUNT** QTY UNIT SUPPLIES/SERVICES NO. DITS 0023AB OCONUS Destination ea 1 - 25 26 - 50 51 - 75 76 -100 101 - 125 126 - 150 151 - 175 176 - 200 201 - 225 226 - 250 0024 RSAMS 24AA CONUS Destination ea 1 - 50 51 - 100 101 - 150 151 - 200 201 - 250 251 - 300 301 - 350 351 - 400 401 - 450451 - 500 501 - 550 551 - 600 601 - 650 651 - 700 701 - 750 OCONUS Destination 0024AB ea 1 - 50 51 - 100 101 - 150 151 - 200 201 - 250 251 - 300 301 - 350 351 - 400 401 - 450451 - 500 501 - 550 551 - 600 601 - 650 651 - 700 701 - 750

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CONTRACT NUMBER CONTRACTOR'S NAME

		M67854-03-R-7041				
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT	
0025	TRAINING shall be in accordance with the TSM SOW dated 29 SEP 2003.					
0025AA	I&KP	1	lot		\$	
0025AB	OT&E	1	Lot		\$	
0025AC	NET (CONUS)	1	Lot		\$	
0025AD	NET (OCONUS)	1	Lot		\$	
0026	TRAINING DEVICES					
0026AA	DEOS Operator Course Training Devices	5	ea	\$	\$	
0026AB	DITS Operator Course Training Devices	5	ea	\$	\$	
0026AC	Intermediate Maintainer Course Training Devices	12	ea	\$	\$	
0026AD	System Planner Course Training Devices	4		\$	\$	
0027	SPARES in accordance with the attached TSM SOW dated 29 SEP 03.	1	Lot		\$	
0028	Contractor Interim Support Services in accordance with the attached TSM SOW dated 29 SEP 03	12	mo	\$	\$	
0029	Field Service Representatives (FSR) (CONUS) in accordance with the attached TSM SOW dated 29 SEP O3	12	mo	\$	\$	
0030	Field Service Representatives (FSR) (OCONUS) in accordance with the attached TSM SOW dated 29 SEP 2003	12	mo	\$	\$	
0031	Engineering Technical Services in accordance with the attached TSM SOW dated 29 SEP 2003	12	mo	\$	\$	
0032	OPTION ITEM Contractor Support Services in conducting research and development analysis and cost associated with the technology insertion of the TSM, which may include prototyping of hardware and/or software as necessary in accordance with the TSM SOW dated 29 SEP 03	1	lot		\$	

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CONTRACTOR'S NAME

CONTRACT NUMBER

		M67854-03-R-7041					
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT		
0033	OPTION ITEM Contractor Support Services in conducting research and development analysis and cost associated with the technology insertion of the TSM, which may include prototyping of hardware and/or software as necessary in accordance with the TSM SOW dated 29 SEP 03	1	Lot		\$		
0034	OPTION ITEM Technical Data (PACKAGING, HANDLING, STORAGE AND TRANSPORTATION) as specified on DD Form 1423, EXHIBIT A						
0034AA	EXHIBIT A001 - VALIDATION/TEST REPORT	1	Lot		\$		
0035	option item Technical Data (ADMIN) as specified on DD Form 1423, EXHIBIT B						
0035AA	EXHIBIT B001 - CONFERENCE AGENDA	1	Lot		\$		
0035AB	EXHIBIT B002 - CONFERENCE MINUTES	1	Lot		\$		
0036	option item Technical Data (ALSS) as specified on DD Form 1423, EXHIBIT C						
0036AA	EXHIBIT C001 - COMMON AND BULK ITEMS	1	Lot		\$		
0036AB	EXHIBIT C002 - DESIGN CHANGE NOTICE	1	Lot		\$		
0036AC	EXHIBIT C003 - ENGINEERING DATA FOR PROVISIONING	1	Lot		\$		
0036AD	EXHIBIT C004 - LONG LEAD TIME ITEMS	1	Lot		\$		
0036AE	EXHIBIT C005 - PROVISIONING AND OTHER PREPROCUREMENT SCREENING	1	Lot		\$		
0036AF	EXHIBIT C006 - PROVISIONING PLAN	1	Lot		\$		
0036AG	EXHIBIT C007 - PROVISIONING PARTS LIST	1	Lot		\$		
0036AH	EXHIBIT C008 - PROVISIONING TECHNICAL DOCUMENTATION	1	Lot		\$		
0036AJ	EXHIBIT C009 - TOOLS AND TEST EQUIPMENT LIST	1	Lot		\$		
0036AJ	EXHIBIT C010 - SUPPORT EQUIPMENT RECOMMENDATION DATA	1	Lot		\$		

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CONTRACTOR'S NAME CONTRACT NUMBER

		M67854-03-R-7041			
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0037	OPTION ITEM Technical Data (CONFIGURATION MANAGEMENT) as specified on DD Form 1423, EXHIBIT D				
0037AA	EXHIBIT D001 - RECEIPT OF GOVERNMENT PROPERT REPORT	1	Lot		\$
0037AB	EXHIBIT D002 - ENGINEERING CHANGE PROPOSAL (ECP)	1	Lot		\$
0037AC	EXHIBIT D003 - REQUEST FOR DEVIATION	1	Lot		\$
0037AD	EXHIBIT D004 - NOTICE OF REVISION (NOR)	1	Lot		\$
0037AE	EXHIBIT D005 - CONTRACTOR CONFIGURATION MANAGEMENT PLAN	1	Lot		\$
0037AF	EXHIBIT D006 - CONFIGURATION SUMMARY REPORT	1	Lot		\$
0037AG	EXHIBIT D007 - CONFIGURATION AUDIT SUMMARY REPORT	1	Lot		\$
0037AH	EXHIBIT D008 - CONFIGURATION STATUS ACCOUNTING	1	Lot		\$
0037AJ	EXHIBIT D009 - REQUEST FOR NOMENCLATURE	1	Lot		\$
0038	option item Technical Data (EMCS) as specified on DD Form 1423, EXHIBIT E				
0038AA	EXHIBIT E001 - ELECTROMATIC INTERFERENCE TEST REPORT (EMITR)	1	Lot		\$
0038AB	EXHIBIT E002 - ELECTROMATIC INTERFERENCE TEST PROCEDURES (EMITP)	1	Lot		\$
0039	option ITEM Technical Data (IPSC) as specified on DD Form 1423, EXHIBIT F				
0039AA	EXHIBIT F001 - SOFTWARE DEVELOPMENT PLAN (SDP)	1	Lot		\$
0039AB	EXHIBIT F002 - SOFTWARE TRANSITION PLAN (STP)	1	Lot		\$
0039AC	EXHIBIT F003 - SYSTEM/SUBSYSTEM DESIGN DESCRIPTION (SSDD)	1	Lot		\$

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CONTRACTOR'S NAME

CONTRACT NUMBER

		M6785	4-03-R	-7041	
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0039AD	EXHIBIT F004 - SOFTWARE TEST DESCRIPTION PLAN	1	Lot		\$
0039AE	EXHIBIT F005 - VERSION DESCRIPTION (SVD)	1	Lot		\$
0039AF	EXHIBIT F006 - SOFTWARE USER MANUAL (SUM)	1	Lot		\$
0040	OPTION ITEM Technical Data (MCCR) as specified on DD Form 1423, EXHIBIT G				
0040AA	EXHIBIT G001 - COMPUTER SOFTWARE PRODUCT END ITEMS	1	Lot		\$
0041	OPTION ITEM Technical Data (MANAGEMENT) as specified on DD Form 1423, EXHIBIT H				
0041AA	EXHIBIT H001 - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT	1	Lot		\$
0041AB	EXHIBIT H002 - GOVERNMENT FURNISHED INFORMATION DEFICIENCY REPORT	1	Lot		\$
0041AC	EXHIBIT H003 - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) PLAN	1	Lot		\$
0042	OPTION ITEM Technical Data (MISCELLANEOUS) as specified on DD Form 1423, EXHIBIT J				
0042AA	EXHIBIT J001 - HELPDESK LOT	1	Lot		\$
0042AB	EXHIBIT J002 - TRACEABILITY MATRIZ DEVELOPMENT	1	Lot		\$
0042AC	EXHIBIT J003 - INTERIM SUPPORT PLAN	1	Lot		\$
0042AD	EXHIBIT J004 - ACTION ITEM DATABASE	1	Lot		\$
0042AE	EXHIBIT J005 - MAINTAINABILITY PREDICTIONS	1	Lot		\$
0042AF	EXHIBIT J006 - NOTIFICATION OF CHANGES TO COMMERCIAL EQUIPMENT/SOFTWARE	1	Lot		\$
0042AG	EXHIBIT J007 - INTEGRATED SUPPORT PLAN	1	Lot		\$
0042AH	EXHIBIT J008 - KEY PERFORMANCE PARAMETERS/CRITICAL SYSTEM REQUIREMENTS	1	Lot		\$

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CONTRACTOR'S NAME

CONTRACT NUMBER

		M67854-03-R-7041			
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0042AJ	EXHIBIT J009 - DIMINISHING MANUFACTURING SOURCE/OBSOLESCENCE	1	Lot		\$
0042AK	EXHIBIT J010 - HAZARDOUS MATERIAL MANAGEMENT PROGRAM (HMMP) REPORT	1	Lot		\$
0043	option item Technical Data (NDTI) as specified on DD Form 1423, EXHIBIT K				
0043AA	EXHIBIT K001 - TEST PLAN	1	Lot		\$
0043AB	EXHIBIT K002 - FIRST ARTICLE TEST (TEST PROCEDURES)	1	Lot		\$
0043AC	EXHIBIT K003 - PRODUCTION ACCEPTANCE TEST (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$
0043AD	EXHIBIT K004 - SYSTEM INTEGRATION/QUALIFICATION TEST	1	Lot		\$
0043AE	EXHIBIT K005 - FIRST ARTICLE TEST (TEST/INSPECTION REPORT)	1	Lot		\$
0043AF	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$
0043AG	EXHIBIT K006 - TEST/INSPECTION REPORT (PRODUCTION ACCEPTANCE TEST)	1	Lot		\$
0043AH	EXHIBIT K007 - SOFTWARE STRESS TEST REPORT	1	Lot		\$
0044	OPTION ITEM Technical Data (PACKAGING) as specified on DD Form 1423, EXHIBIT L				
0044AA	EXHIBIT L001 - PRESERVATION AND PACKAGING DATA	1	Lot		\$
0044AB	EXHIBIT L002 - SPECIAL PACKAGING INSTRUCTIONS (SPI)	1	Lot		\$
0045	option item Technical Data (QCIC) as specified on DD Form 1423, EXHIBIT M				
0045AA	EXHIBIT M001 - CALIBRATION AND MEASUREMENT REQUIREMENTS SUMMARY (CMRS)	1	Lot		\$
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CONTRACTOR'S NAME

CONTRACT NUMBER

		M67854-03-R-7041			
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0046	OPTION ITEM Technical Data (RELIABILITY) as specified on DD Form 1423, EXHIBIT N				
0046AA	EXHIBIT N001 - FAILURE SUMMARY AND ANALYSIS REPORT	1	Lot		\$
0046AB	EXHIBIT N002 - FAILURE ANALYSIS AND CORRECTIVE ACTION REPORT	1	Lot		\$
0046AC	EXHIBIT N003 - RELIABILITY PREDICTION AND DOCUMENTATION OF SUPPORTING DATA	1	Lot		\$
0047	option item Technical Data (SAFETY) as specified on DD Form 1423, EXHIBIT P				
0047AA	EXHIBIT P001 - SAFETY ASSESSMENT REPORT (SAR)	1	Lot		\$
0048	OPTION ITEM Technical Data (SESS) as specified on DD Form 1423, EXHIBIT Q				
0048AA	EXHIBIT Q001 - PRODUCT DRAWINGS AND ASSOCIATED LISTS	1	Lot		\$
0048AB	EXHIBIT Q002 - DEVELOPMENTAL DESIGN DRAWINGS AND ASSOCIATED LISTS	1	Lot		\$
0048AC	EXHIBIT Q003 - INSTRUCTIONAL PERFORMANCE REQUIREMENTS DOCUMENTS	1	Lot		\$
0048AD	EXHIBIT Q004 - INSTRUCTIONAL MEDIA DESIGN PACKAGE	1	Lot		\$
0048AE	EXHIBIT Q005 - TRAINING PROGRAM STRUCTURE DOCUMENT	1	Lot		\$
0048AF	EXHIBIT Q006 - COURSE CONDUCT INFORMATION PACKAGE	1	Lot		\$
0048AG	EXHIBIT Q007 - TRAINING CONDUCT SUPPORT DOCUMENT (INSTRUCTIONAL VISUAL AIDS)	1	Lot		\$
0048AH	EXHIBIT Q008 - TRAINING CONDUCT SUPPORT DOCUMENT (LESSON PLAN)	1	Lot		\$
0048AJ	EXHIBIT Q009 - TRAINING CONDUCT SUPPORT DOCUMENT (TRAINEE GUIDE)	1	Lot		\$

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CONTRACTOR'S NAME

		M6785	4-03-R-7	041	
ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0048AK	EXHIBIT Q010 - TEST PACKAGE	1	Lot		\$
0048AL	EXHIBIT Q011 - WARRANTY PERFORMANCE REPORTS	1	Lot		\$
0049	OPTION ITEM Technical Data (TMSS) as specified on DD Form 1423, EXHIBIT R				
0049AA	EXHIBIT R001 - COMMERCIAL-OFF-THE- SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA	1	Lot		\$
0050	OPTION ITEM Technical Data (TMCR TSM) as specified on DD Form 1423, EXHIBIT S				
0050AA	EXHIBIT S001 - TECHNICAL MANUAL CONTRACT REQUIREMENT (VALIDATION CERTIFICATE)	1	Lot		\$
0050AB	EXHIBIT S002 - TECHNICAL MANUAL CONTRACT REQUIREMENT (CHANGE PAGES/MODIFICATION INSTRUCTIONS)	1	Lot		\$
0050AC	EXHIBIT S003 - TECHNICAL MANUAL CONTRACT REQUIREMENT (COPYRIGHT RELEASE)	1	Lot		\$
0050AD	EXHIBIT S004 - TECHNICAL MANUAL CONTRACT REQUIREMENT (ELECTRONIC TECHNICAL MANUAL)	1	Lot		\$
0050AE	EXHIBIT S005 - TECHNICAL MANUAL CONTRACT REQUIREMENT (COMMERCIAL-OFF- THE-SHELF (COTS) MANUAL AND ASSOCIATED SUPPLEMENTAL DATA)	1	Lot		\$
	NOTE A: Offer shall price SLINS 0026AA, 0026AB, 0026AC, and 0026AD in accordance with its recommended configuration.				
	NOTE B: For evaluation and pricing purposes, offeror shall assume that OCONUS is anywhere in the continental United States. For evaluation and pricing purposes, Offerors shall assume that the OCONUS deliveries will be to Okinawa, JA or Hawaii				

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

- C-1 CLIN(s) 0001, 0002, 0003, and 0004 shall be in accordance with the Statement of Work (SOW) entitled SOW for Transition Switch Module (TSM) dated 29 SEP 2003 and the Performance Specification entitled "Performance Specification for the Transition Switch Module (TSM), Version 6.0 dated 03 OCT 2003. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.
- C-2 CLIN(s)0005 thru 0021 (and OPTION ITEM(s) 0034 thru 0050 if exercised) Technical Data Items All technical data shall be prepared and delivered in accordance with the Exhibits A through S, Contract Data Requirements Lists (CDRLs) DD Form 1423.
- C-3 CLIN(s) 0022 thru 0024 shall be in accordance with the TSM Performance Specification, V6.0 dated 03 OCT 2003
- C-4 CLIN 0025 TRAINING shall be developed and conducted in accordance with the TSM SOW dated 29 SEP 2003
- C-5 CLIN 0026 TRAINING DEVICES shall be in accordance with the TSM Performance Specifications, Version 6.0 dated 03 OCT 2003 and consistent with the Offeror's recommended configuration.
- C-6 CLIN 0027 SPARES shall be in accordance with paragraph 4.1 of the TSM Statement of Work dated 29 SEP 2003
- C-7 CLIN 0028 CONTRACTOR INTERIM SUPPORT shall be in accordance with paragraph 4 of the TSM Statement of Work dated 29 SEP 2003
- C-8 CLIN(s) 0029 and 0030 FIELD SERVICE REPRESENTATIVEWS shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 SEP 2003
- C-9 CLIN 0031 ENGINEERING TECHNICAL SERVICES shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 SEP 2003
- C-10- CLIN 0032 -OPTION ITEM CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 SEP 03 (period of performance shall be the 6th year of the contract if option is exercised)
- C-11- CLIN 0033 -OPTION ITEM CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 SEP 03 (period of performance shall be the 7th year of the contract if option is exercised)

SECTION D - PACKAGING AND MARKING

D-1 - CLIN(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0026, and 0027 - All supplies deliverable under this contract shall be prepared for delivery, preservation and packing (P&P) in accordance with best commercial practices of ASTM D3951-98 or the pertinent level of MIL-STD-2073-ID, w/Notice 1 as applicable. Packaging data shall be developed in accordance with MIL-STD-2073-ID and all appendices for the End Item and all repairable components assigned Source, Maintenance and Recoverability (SMR) codes PA, PB, PC, PD, PE and PG. Refer to paragraph 3.14 of the TSM SOW entitled Packaging, Handing, Storage and Transportation (PHS&T).

Items for which transit cases are being procured shall be packed and shipped within the applicable transit cases. Items, which are installed into the shelter configuration, shall be secured within the shelter to mitigate shock and vibration and to prevent damage during handling and shipment. Marking for shipment and storage and special marking instructions to Controlled Cryptographic Items (CCI) shall be in accordance with MIL-STD-129P

Classified reports, data, and documentation, if appropriate, shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

- D-2 CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0034 thru 0050, if exercised) Technical Data. CDRLs shall be packaged, packed, and marked in accordance with the applicable DD Form 1423
- D-3 Technical Publications shall be packaged, pack, and marked in accordance with TMCR TSM-03 dated 28 March 2003

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLINS(s)0001, 0002, 0003, 0004, 0022, 0023,0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032 and 0033 - Inspection and acceptance of all supplies/services provided under this contract shall be specified on each delivery order.

E-2 CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) and 0034 thru 0050, if exercised) - Inspection and acceptance of all data CLINs shall be as specified on the specific EXHIBITS Contract Data Requirement List (CDRL).

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

FAR SOURCE	TITLE	DATE
52.246-2 52.246-4 52.246-16	Inspection of Supplies—Fixed Price Inspection of ServicesFixed Price Responsibility for Supplies	(Aug 1996) (Aug 1996) (Apr 1984)
DFARS SOURCE	TITLE	DATE
252.246-7000	Material Inspection and Receiving Report	(MAR 2003)

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SECTION F - DELIVERIES OR PERFORMANCE

F-1 - CLINS(s)0001, 0002, 0003, 0004, 0022,0023,0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, and (OPTION ITEM(s) 0032 and 0033 (if exercised) - Delivery instructions of all supplies/services provided under this contract shall be specified in each delivery order.

NOTE: Maximum production rates will be 20 TSMs per month with delivery 120 days after receipt of order

NOTE: Delivery or spares, CLIN 0027 shall be concurrent with hardware delivery.

F-2 - Request for shipping instructions shall be submitted to the Project Officer at the address identified below at least 90 days prior to start of delivery.

F-3 - CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0034 thru 0050 if exercised) - Delivery of all data CLINs shall be as specified in the specific EXHIBITS Contract Data Requirement List (CDRL).

CLAUSES INCORPORATED BY REFERENCE

SOURCE	TITLE	DATE
52.242-17 52.247-34 52.247.55	Stop-Work Order (Aug 1989) Government Delay of Work F.O.B. Destination F.O.B. Point for Delivery of Government Furnished Property	(Apr 1984) (Apr 1984) (Nov 1991) (Jun 2003)
And the second of the second o	TITLE AND DATE Transportation of Supplies by Sea	(May 2002)

SECTION G - CONTRACT ADMINISTRATION DATA

G-1 POINTS OF CONTACT:

(a) Contract Administration Office (CAO)

Contract administration functions (see FAR 42.302, DFARS 242.302) and the Navy Acquisition Procedures Supplement (NAPS 5242.302) are assigned to:

TBD

(b) Paying Office

The Defense Finance Accounting Service (DFAS) Payment office is as follows:

TBD

(c) Contracting Office Representative:

COMMANDING GENERAL
IRA D. PATTERSON, PG12-02IDP
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
Quantico, VA 22134-6050
Phone: (703) 432-4336

(d) Contracting Officer's Representative/Project Officer:

COMMANDING GENERAL
CAPTAIN RAUL TORRES, PMM-122
MARINE CORPS SYSTEMS COMMAND
2200 LESTER STREET
Quantico, VA 22134-6050
Phone: (703) 432-4366

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

Accounting and Appropriation Data. Funds associated with delivery orders will be identified on each delivery order.

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this Contract/Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All requests for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

SECTION G - CONTRACT ADMINISTRATION DATA (Cont'd)

All delivery orders will have an accounting classification reference number assigned at the time of award or upon issuance of a delivery order.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

- (a) Definitions. As used in this clause-
 - (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
 - (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:
 - (1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://rmb.ogden.disa.mil.
 - (2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.
 - (3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.
 - (i) Information regarding EDI formats is available on the Internet at http://www.X12.org.
 - (ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.
 - (4) Another electronic form authorized by the Contracting Officer.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003) (Cont'd)

- (c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor's requests for progress payments.
- (b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.
- (e) The contractor shall prepare:
 - [X] a separate invoice for each activity designated to receive the supplies or services.
 - [] a consolidated invoice covering all shipments delivered under an individual order.
 - [] either of the above.

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (Cont'd)

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

NOTE A: Under this indefinite delivery/indefinite quantity (IDIQ) contract (see FAR Clause 52.216-22), equipment and services, if any and as required, shall be ordered (See FAR clause 52.216-18) by the issuance of Delivery Orders (DD Form 1155). The minimum dollar value under this contract is \$884,000.00, the maximum dollar value is \$240,000,000.00. The period of performance for this contract shall be five (5) years with two (2) one year options commencing from date of contract award.

NOTE B: Offeror shall propose labor categories and fully burdened Firm-Fixed Price labor rates for CLINS for CLINS 0028, 0029, 0030, 0031, 0032, and 0033.

NOTE C: This contract includes the following mixture of line items

CLIN		Туре	
0001 -	0021	Firm-Fixed Price	(FFP)
0022 -	0027	Firm-Fixed Price	(FFP)
0028 -	0031	Time & Material	(M&T)
0032 -	0033	Time & Material	(M&T)
0034 -	0050	Firm-Fixed Price	(FFP)

NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (Applicable to Item 0028, 0029, 0030, and 0031)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address: N/A unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA(Cont'd)

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
 - (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 - [X] is required with each invoice submittal.
 - [] is required only with final invoice.
 - [] is not required.
- (f) A Certificate of Performance
 - [] shall be provided with each invoice submittal.
 - [X] is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

ADDITIONAL DISTRIBUTION OF INVOICES

Copies of <u>all invoices and/or DD Form 250s</u> shall be provided to the Procuring Contracting Office, Project Officer, and Administrative Contract Office, each identified above.

SECTION G - CONTRACT ADMINISTRATION DATA(Cont'd)

POST AWARD ORIENTATION CONFERENCE

The Contracting Officer will establish the date of a Post-Award Orientation Conference to be held with the Contractor within thirty (30) days of contract award. The Administrative Contracting Officer (or designee) will prepare the agenda, notify the appropriate Government and Contractor representative, act as or designate a Chairperson, and prepare and distribute a report of the conference. The report will include all information and guidance provided to the Contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable terms of the contract. This provision shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FIRST ARTICLE TESTING

First Article Testing shall consist of the following:

FAT Hardware Testing (Contractor Testing)
FAT Systems Integration Testing (Government Testing)

As identified in paragraph 4.5.3, Special Tests and Examinations, Table IV of the Performance Specifications

The contractor shall successfully complete First Article Test Hardware Testing (as identified in Table 4 of the Performance Specification) prior to submission of equipment for First Article Test Systems Integration Testing (as identified in Table 4 of the Performance Specification).

H-2 CONSTRUCTIVE CHANGE ORDERS

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made, without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

H.3 EXTENSION OF COMMERCIAL WARRANTY

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

H.4 MC 5252.245-9650 - GOVERNMENT FURNISHED PROPERTY 9JUN 1985)

The Government shall furnish to the contractor for use in connection with this contract the property, equipment, and material set forth below:

FURNISHING SOURCE: Various

NATIONAL STOCK #	DESCRIPTION	PRICE	DELIVERY	SCHEDULE	QTY
5810-01-449-7179	KIV-19 Trunk Encryption	\$ 4,425	TBD		4 per DITS

Only the property listed above in the quantity shown will be furnished by the Government. All other property required in the performance of this contract shall be furnished by the contractor. Such GFP shall be delivered at or near Contractor's plant under Government Bill of Lading (GBL, free of expense to the Contractor, on board the conveyance selected by the Government within 90 days from the date of contact to Defense Contract Management Command (DCMC) specified herein, in care of Contractor's plant at ______

H.5 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Contract Administration Officer, if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

H.6 SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, the Contractor's approved Small Business Subcontracting Plan is hereby included in and made part of this contract.

H.7 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H.8 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY

If the offeror/contractor plans to use, in performing the work under this solicitation/contract, any items of Government property in the Offeror's/contractor's possession under a facilities contract or other agreement independent of this solicitation, the offeror shall so state in their proposal and identify (by contract number, Government agency, and contract administrator) the facilities it proposes to use. Moreover, the offeror shall request written concurrence to use each item of such Government property from the cognizant Contracting Officer.

H-9 RESPONSIBILITY IN SUBCONTRACTING

The contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

H.10 SUBSTITUTION OF PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

H.10 SUBSTITUTION OF PERSONNEL (Cont'd)

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H-11 CENTRAL CONTRACTOR REGISTRATION

All offerors must ensure that they are registered in the Central Contractor Registration. This is mandatory for award of any Government contract. To register, go on-line to http://ccr.edi.disa.mil.

H.12 NOTICE OF CONTRACTOR ADVISORS TO THE SOURCE SELECTION PANEL

MITRE CORPORATION 2750 KILLARNEY DRIVE WOODBRIDGE, VA 22192-4124

As source selection advisors (Contractors shall not rate proposals). With your proposal please provide offeror's consent for review of its proposal information by the above named contractor advisors. If offeror's consent is not provided, contractors will not review offeror's proposal data that is marked with the restrictive legend identified in FAR 52.215-12.

H-13 Contract Performance in a Crisis Situation

The Contractor shall provide contract support in a crisis situation as directed by the Procuring Contracting Officer (PCO). Such PCO direction will be via a written contract modification or will be reduced to a written modification immediately after verbal direction. This support shall be in accordance with the applicable DoD and USMC policies and procedures established for contractor support during crises in effect at the time of the occurrence. See paragraph H for definitions.

A. During a crisis situation, contractor personnel will be expected to deploy with units employing the subject equipment. All administrative aspects in preparation for the deployment will be executed in accordance with MCO P12304.1, the Contractor Engineering and Technical Services Personnel Manual, (CETS MAN).

H-13 Contract Performance in a Crisis Situation(Cont'd)

- B. The Government will facilitate the establishment of required lines of communication to allow the Contractor to communicate with locations necessary to perform the requirements of this Statement of Work.
- C. Per the CETS MAN, DOD Instruction 3020.37, Continuation of Essential DOD Contractor Services During Crises, and DOD Instruction 1000.1, Identity Cards Required by the Geneva Conventions, the Government will supply the Contractor with the appropriate and necessary credentials and status for performance of the contract in a crisis situation, to include consideration of applicable matters of international law and treaties. Contractor personnel in a crisis situation theater shall comply with the Conduct requirements of the CETS MAN and the cognizant Commander's regulations and orders pertaining to non-combatant personnel. The FSR shall report to the Contracting Officer's Representative (COR) or the PCO.
- D. Contractor personnel will provide technical input and analysis for Government contingency plans when directed by the COR or PCO.
- E. Contractor personnel deployed to a theater of operations are subject to the Uniform Code of Military Justice (UCMJ) when serving with or accompanying an armed force only "in time of war" as declared by Congress. Retired members of the military may be subjected to action under the UCMJ without a congressionally declared war. Contract Personnel may have administrative privileges suspended for disciplinary infractions or improper conduct.
- F. Contractors shall request guidance from Government media operations center if and when they are approached by reporters seeking interviews or information on their participation in the mission/operation.
- G. The Contractor shall take all necessary administrative actions required to prepare its personnel for a crisis situation deployment. Some examples of these actions are:
 - Inform its employees of their responsibility to adhere to all guidance and orders issued by the theater commander, or his representative, regarding possession, use, safety and accountability of weapons.
 - Assist its employees to obtain the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation.
 - Obtain all passports, visas, or other documents necessary to enter or exit any areas identified by the PCO.
 - Assist its employees in obtaining security clearances applicable to the level required for performance in the theater of operations.
 - Assist its employees in obtaining a complete physical evaluation equal to that similarly assigned government personnel must pass. Medical requirements shall be completed prior to arrival at the point of debarkation or prior to direct deployment with the unit.

H-13 Contract Performance in a Crisis Situation(Cont'd)

- H. Definitions of Terms: "Contractor Personnel" includes all agents, employees, and subcontractors of the prime contractor. "Crisis Situation," per DOD Instruction 3020.37, means any emergency so declared by the National Command Authority or the overseas combatant commander, whether or no U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism, hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to DoD interests.
- I. To the extent the contractor is unable to obtain or retain the services of qualified personnel to perform in the crisis situation theater, the contract shall not be terminated for default. Every reasonable effort shall be made by the contractor to provide uninterrupted services of qualified personnel.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I-1 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these addresses(es):

http://www.arnet.gov/far; http://www.farsite.hill.af.mil;
http://www.deskbook.osd.mil (DFARS)

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	
52.203-10		JAN 1997
52.203-12		JUN 1997
	Transactions	0011 1337
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-3	First Article Approval Contractor Testing (Sep 1989) -	JAN 1997
	Alternate I	
52.209-3	First Article ApprovalContract Testing (Sep 1989) - Alternate II	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting	JUL 1995
	With Contractors Debarred, Suspended, or Proposed for	
	Debarment	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data -	OCT 1997
	Modifications	
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement	OCT 1997
	Benefits (PRB) Other Than Pensions	
52-216-18	Ordering	OCT 1995

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FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DAT	E
52.216-19	Order Limitations	OCT	1995
52.216-22	Indefinite Quantity	OCT	1995
52.217-5	Evaluation of Options		1990
52.217-9	Option to Extend the Term of the Contract	MAR	2000
52.219-8	Utilization of Small Business Concerns	OCT	2000
52.219-9	Small Business Subcontracting Plan	JAN	2002
52.222-3	Convict Labor	Jun	2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP	2000
52.222-21	Prohibition Of Segregated Facilities	FEB	1999
52.222-26	Equal Opportunity	APR	2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans		
	of the Vietnam Era, and Other Eligible Veterans	DEC	2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN	1998
52.222-37	Employment Reports for Special Disabled Veterans,		
	Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC	2001
52.223-3	Hazardous Material Identification and Material Safety Data	JUN	2003
52.223-5	Pollution Prevention and Right-to-Know Information	APR	1998
52.223-6	Drug Free Workplace	MAY	2001
52.223-14	Toxic Chemical Release Reporting	JUN	2003
52.225-8	Duty-Free Entry	FEB	2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN	2003
52.227-1	Authorization and Consent	JUL	1995
52.227-1	Authorization and Consent	APR	1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG	1996
52.227-3	Patent Indemnity	APR	1984
52.227-9	Refund of Royalties	APR	1984
52.227-10	Filing of Patent Applications-Classified Subject Matter	APR	1984
52.227-11	Patent Rights-Retention by the Contractor (Short Form)	JUN	1997
52.227-12	Patent Rights-Retention by the Contractor (Long Form)	JAN	1997

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FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DAT	E
52.227-16	Additional Data Requirements	JUN	1987
52.227-19			1987
52.227-23	Rights to Proposal Data (Technical)		1987
52.228-5	Insurance Work on a Government Installation		1997
52.228-7	InsuranceLiability To Third Persons		1996
52.229-3	Federal, State And Local Taxes		2003
52.229-6	TaxesForeign Fixed-Price Contracts	JUN	2003
52.230-2	Cost Accounting Standards	APR	1998
52.230-6	Administration of Cost Accounting Standards	NOV	1999
52.232-1	Payments	APR	1984
52.232-8	Discounts For Prompt Payment	FEB	2002
52.232-11	Extras	APR	1984
	Interest	JUN	1996
	Limitation of Cost	APR	1984
	Availability of Funds	APR	1984
	Limitation Of Funds	APR	1984
52.232-23	Assignment Of Claims	JAN	1986
	Assignment of Claims (Jan 1986) - Alternate I	APR	1984
	Prompt Payment		2002
52.232-33	Payment by Electronic Funds TransferCentral Contractor Registration	MAY	1999
52.233-1	Disputes	JUL	2002
52.233-3	Protest After Award	AUG	1996
52.233-3 A	Protest After Award (Aug 1996) - Alternate I	JUN	1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC	1994
52.239-1	Privacy or Security Safeguards	AUG	1996
52.242-3	Penalties for Unallowable Costs		2001
52.242-10	F.O.B. OriginGovernment Bills Of Lading Or Prepaid		1984
	Postage		
52.242-12	Report of Shipment (REPSHIP)	JUN	2003
52.242-13	Bankruptcy		1995
52.243-1	ChangesFixed Price	AUG	1987

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATI	3
52.243-6	Change Order Accounting	APR	1984
52.243-7	Notification of Changes	APR	1984
	Para (b) fill in:within calendar days10 calendar days		
	Para (b) fill in:within calendar days30 calendar days		
52.244-2	Subcontracts	AUG	1998
52.244-2	Subcontracts - Alternate I	AUG	1998
52.244-5	Competition in Subcontracting.	DEC	1996
52.245-2	Government Property (Fixed Price Contracts)	JUN	2003
52.245-5	Government Property (Cost-Reimbursement Time-And-	JUN	2003
	Materials, Or Labor Hour Contracts)		
52.245-17	Special Tooling	DEC	1989
52.245-18	Special Test Equipment	FEB	1993
52.245-19	Government Property Furnished "As Is"	APR	1984
52.246-25	Limitation Of Liability-Services	FEB	1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN	1997
52.248-1	Value Engineering	FEB	2000
52.248-1		APR	1984
52.249-2	Termination For Convenience Of The Government (Fixed-	SEP	1996
	Price)		
52.249-14	Excusable Delays	APR	1984
52.251-1	Government Supply Sources	APR	1984
52.253-1	Computer Generated Forms	JAN	1991

52.217-7 - Option for Increased Quantity-Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within; CLIN 0032 within 30 days of the end of the 5th year of the contract; CLIN 0033 within 30 days of the end of the 6th year of the contract; CLIN 0034 thru 0050 within 30 days of the end of the 6th year of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

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B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

NUMBER	TITLE	DATE
252.203- 7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-	Display of DoD Hotline Poster	DEC 1991
7002	Display of Dob notline Poster	DEC 1991
252.204-	Disclosure Of Information	DEC 1991
7000	DIBOTOBLE OF INFORMACION	200 1331
252.204-	Commercial and Government Entity (CAGE) Code Reporting	AUG 1999
7001		
252.204-	Payment For Subline Items Not Separately Priced	DEC 1991
7002		
252.204-	Control Of Government Personnel Work Product	APR 1992
7003		
252.204-	Required Central Contractor Registration	NOV 2001
7004		
252.204-	Oral Attestation of Security Responsibilities	NOV 2001
7005		
252.205-	Provision of Information to Cooperative Agreement	DEC 1991
7000	Holders.	NO. 100E
252.209-	Acquisition From Subcontractors Subject To On-Site	NOV 1995
7000	Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-	Disclosure of Ownership or Control by a Foreign	SEP 1994
7002	Government.	SHE IJJ4
252-209-	Subcontracting with Firms That Are Owned or Controlled	MAR 1998
7004	by the Government of a Terrorist Country	11111 1330
252.211-	Acquisition Streamlining	DEC 1991
7000	<u> </u>	
252.215-	Pricing Adjustments	DEC 1991
7000		
252.215-	Cost Estimating System Requirements	OCT 1998
7002		
252.219-	Small, Small Disadvantaged and Women-Owned Small	APR 1996
7003	Business Subcontracting Plan (DoD Contracts)	
252.223-	Hazard Warning Labels	DEC 1991
7001		
252.223-	Drug Free Work Force	SEP 1988
7004		
252.223-	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
7006 252.225-	Buy American Act and Balance of Payments Program	בחחב ממג
7001	buy American Act and barance or Payments Program	APR 2003
100T		

B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

NUMBER	TITLE	DATI	3
252.225- 7002	Qualifying Country Sources as Subcontractors	APR	2003
252.225- 7005	Identification of Expenditures in the United States	APR	2002
252.225- 7010	Duty-Free Entry-Additional Provisions	AUG	2000
252.225- 7011	Restriction on Acquisition of Supercomputers	APR	2003
252.225- 7012	Preference for Certain Domestic Commodities.	FEB	2003
252.225- 7014	Preference for Domestic Specialty Metals	APR	2003
252.225- 7015	Preference for Domestic Hand or Measuring Tools	APR	2003
252.225- 7031	Secondary Arab Boycott Of Israel	APR	2003
252.225- 7041	Correspondence in English	NUL	1997
252.225- 7042	Authorization to Perform	APR	2003
252.225- 7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	JUN	1998
252.227- 7013	Rights in Technical DataNoncommercial Items	NOV	1995
252.227- 7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN	1995
252.227- 7015	Technical DataCommercial Items	NOV	1995
252.227- 7016	Rights in Bid or Proposal Information	JUN	1995
252.227- 7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN	1995
252-227- 7019	Validation of Asserted RestrictionsComputer Software	JUN	1995
252.227- 7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN	1995
252.227-	Deferred delivery of technical data or computer software	APR	1988
7026 252.227- 7027	Deferred ordering of technical data or computer software	APR	1988
252.227- 7030	Technical Data-Withholding of Payment	MAR	2000

B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

NUMBER 252.225- 7032	TITLE Waiver of United Kingdom Levies.	DATE OCT 1992
252.227- 7036	Declaration of Technical Data Conformity	JAN 1997
252.227- 7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231- 7000	Supplemental Cost Principles	DEC 1991
252.232- 7004	DoD Progress Payment Rates.	OCT 2001
252.232- 7007	Limitation of Government's Obligation	AUG 1993
252.235- 7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235- 7011	Final Scientific or Technical Report	SEP 1999
252.239- 7000	Protection Against Compromising Emanations	DEC 1991
252.242- 7000	Postaward Conference	DEC 1991
252.242- 7003	Application for U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242- 7004	Material Management And Accounting System	DEC 2000
252.243- 7001	Pricing Of Contract Modifications	DEC 1991
252.243- 7002	Requests for Equitable Adjustment	MAR 1998
252.244- 7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245- 7001	Reports of Government Property	MAY 1994
252.246- 7001	252.246-7001 Warranty of Data	DEC 1991
252.246- 7001	252.246-7001 Warranty of Data - Alternate II	DEC 1991
252.249- 7002	Notification of Anticipated Contract Termination or Reduction	DEC 1996

I-2 CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) and Alternate I (JAN 1997)

- (a) The Contractor shall test <u>one (1)</u> units of <u>Item 0001, 0002, 0003, and 0004</u> as specified in this contract. At least <u>30 calendar days</u> before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to COMMANDING GENERAL, CAPTAIN RAUL TORRES, PMM-122, MARINE CORPS SYSTEMS COMMAND, 2200 LESTER STREET, QUANTICO, VA 22134-4336 marked FIRST ARTICLE TEST REPORT: Contract No.

 ______, Lot//Item No.______. Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) and Alternate I (JAN 1997) (Cont'd)

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(End of clause)

Alternate I (Jan 1997)

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

Note: For the purpose of Clause 52.209-3, "contract" is considered to be the applicable option exercised.

52.209-4 - FIRST ARTICLE APPROVAL GOVERNMENT TESTING (SEP 1989)

- (a) The Contractor shall deliver <u>CLIN 0001 (0001AA (1 ea), 0001AB (1 ea), 0001AB (1 ea), 0001AC (3 ea)), 0002 (7 ea), CLIN 0003 (11 ea), and CLIN 0004 (9 EA) unit(s) of Lot/Item 0001,0002, 0003, and 0004 within 340 calendar days from the date of this contract to the Government at <u>MCTSSA</u>, <u>Camp Pendleton</u>, <u>CA</u>, <u>JITC</u>, <u>Ft Huachuca</u>, <u>AZ</u>: note the location for CONUS USMC location for OT&E is TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.</u>
- (b) Within <u>100</u> calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government.

52.209-4 - FIRST ARTICLE APPROVAL GOVERNMENT TESTING (SEP 1989) (Cont'd)

The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor-
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
- (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver. (End of clause)
- (j) The Contractor shall produce both the first article and the production quantity at the same facility.

52.215-19 - NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k). (End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

- (a) Definitions. As used in this clause --
- "Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.
- "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001) (Cont'd)

- (i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

 (ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. (End of Clause)

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

- (a) (1) In accordance with paragraph (a) (2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) (Cont'd)

- (b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.
- (c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- (d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--
- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

- (a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --
- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--
- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
- (i) Noncommercial items; or
- (ii) Commercial items that--
- (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.